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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

Proceeding	91207333
Party	Plaintiff RxD Media, LLC
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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

RXD MEDIA, LLC

Opposer

v.

IP APPLICATION DEVELOPMENT LLC,

Applicant.

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Opposition No. 91207333
91207598

**OPPOSER RXD MEDIA, LLC'S REPLY IN SUPPORT OF ITS
MOTION TO COMPEL DISCOVERY RESPONSES
FROM APPLICANT IP APPLICATION DEVELOPMENT LLC**

Opposer hereby presents this brief reply to address certain positions that Applicant has taken for the first time in its opposition to Opposer's motion to compel.

Applicant's New Position Regarding the Role of Apple. Prior to the filing of its Opposition, Applicant has never taken the position that Apple, [REDACTED], is to be treated as a separate entity for purposes of these proceedings. Indeed, all the objective indicators are to the contrary. First, in order to receive approval for the applications at issue, Applicant relied on marks used and goods and services offered by Apple, not Applicant. '563 App., Request for Reconsideration (Apr. 18, 2012) at 24; '446 App., Request for Reconsideration (Feb. 21, 2012) at 32. Then, Applicant responded that [REDACTED], who was [REDACTED], is the person primarily responsible for the selection of Applicant's marks. Ex. 12 to Opposer's Motion to Compel, Applicant's Response to Interrogatory No. 6. If [REDACTED] was separately affiliated with Applicant, that affiliation has not been disclosed. Finally, in a telephone conversation in January of this year, the undersigned expressly asked then-counsel for Applicant if subpoenas would be necessary for discovery from Apple. Applicant's counsel expressly indicated that no subpoenas would be necessary unless

Opposer's counsel was informed to the contrary. Applicant's opposition to the motion to compel was the first time it gave any indication that it required Opposer to treat Apple as a separate entity.

Applicant's New Positions Regarding Mr. Vetter. For the first time in almost four months since Opposer initially raised the issue, Applicant now states that having Mr. Vetter appear for a deposition will be burdensome. There are a number of problems with this belated objection. To begin with, prior to receiving Applicant's opposition, Opposer was not aware of Mr. Vetter's position or duties. As Opposer made clear to Applicant's prior counsel, Opposer sought Mr. Vetter's deposition solely because he appeared to be one of only four persons with knowledge that has been disclosed in any manner in Applicant's discovery responses. It was not clear that Mr. Vetter held a rank materially higher than the lone deponent Applicant wishes to volunteer. Applicant then failed to identify any alternative deponents (other than Mr. La Perle), despite Opposer's offer to consider such alternates (regardless of their position at Apple). If any burden on Mr. Vetter truly exists, it should have been raised long ago, and, in any event, Opposer should not be penalized for Applicant's failure to alleviate that burden.

Moreover, Mr. Vetter's declaration, while carefully worded, does not adequately answer the question about the level of discoverable knowledge he is likely to have. For example, Mr. Vetter states in his declaration that [REDACTED]. Vetter Decl., ¶ 4. Opposer seeks information concerning Mr. Vetter's actions in 2009-2010 as [REDACTED] (*see* Motion, Ex. 13, at IPADLLC 0000152), and there is no indication what his practice was at that time. Moreover, it was Mr. Vetter who granted Mr. La Perle the power of attorney over the Fujitsu IPAD registration when it was purchased by Apple. *See* App. No. 76/497,338,

Revocation and Appointment of Attorney (Mar. 24, 2010), available at <http://tsdr.uspto.gov/documentviewer?caseId=sn76497338&docId=RAA20100325101522#docIndex=7&page=1>. Thus, Mr. Vetter's involvement is apparently more substantial than his declaration reveals, and while he states that [REDACTED] [REDACTED] (Vetter Decl., ¶ 4), that does not mean that his memory could not be refreshed if documents were presented to him. These considerations taken together with Applicant's failure to identify any deponents other than a single trademark lawyer further suggest that Mr. Vetter may indeed have "superior" knowledge.

Applicant then resorts to questioning Opposer's motives for seeking Mr. Vetter's deposition, but the simple truth is that Opposer is seeking a deponent other than the single person Applicant wishes to put forth, and has been presented with very few choices. Applicant is correct that Opposer could seek relevant information through interrogatories. (*See* Opp. at 9.) The problem is Opposer has sought the same information through interrogatories, but as even a cursory review of Applicant's responses shows, Applicant is simply refusing to provide the requested information through any discovery mechanism.

Applicant's New Positions Regarding "Windfall Payments." For the first time, Applicant is objecting to Opposer's discovery requests as an attempt to "garner a windfall payment from Apple." (Opp. at 10 n.5.) However, the only time any payment has been discussed is when Apple initiated the discussion with an offer. Thus, there is simply no basis for denying Opposer and the Board the opportunity to consider information that is highly relevant to the adjudication of this matter based on these belated and unfounded accusations.

Applicant's New Positions Regarding the Search Reports. Applicant is now, for the first time, claiming that [REDACTED]

[REDACTED] (Opp. at 10.) No such search report has been produced. Prior to RxD's motion (i.e., since the proceedings began), Applicant produced the results of one search. Applicant has now stated for the first time that [REDACTED]

[REDACTED] (Opp. at 10 n.6.) Then, but only after Applicant was forced to file a motion to compel, Applicant produced a 29-page [REDACTED] the same date that [REDACTED]. Out of those 29 pages, over 23 are completely redacted without any indication that the information is or can be privileged. *See* Ex. 16. And, the entire report is marked "Trade Secret/Commercially Sensitive," [REDACTED]

[REDACTED] *Id.* This search report was purportedly reviewed by [REDACTED], as [REDACTED] and yet he supposedly never [REDACTED] that was conducted [REDACTED]. (Opp. at 10 n.6).

Applicant's ever-shifting story regarding the search reports demonstrates why all search reports should be produced in unredacted form.

Applicant's New Information Relevant To Its Members and Officers. IP Application has never denied that it has members or officers other than Mr. La Perle; it has just refused to identify them. The new information disclosed above, however, suggests that this failure may have risen to a breach of Applicant's duty of good faith and candor. According to Applicant, [REDACTED], was primarily responsible for choosing Applicant's marks. (Motion, Ex. 12, Applicant's Response to Interrogatory No. 6.) Applicant then supposedly adopted a mark based on [REDACTED]. These facts raise a question as to whether [REDACTED] is or was a member of IP Application. If they were a

member, Applicant's new positions about Apple as a separate entity would be completely eviscerated. This is yet another reason why the information must be disclosed.

Pertinence of the New Positions and Information to Opposer's Motion. Applicant's positions taken for the first time in its opposition brief highlight the precise reasons that Opposer's motion should be granted. Applicant itself has asserted, in fact, even boasted, that once Apple began offering and promoting products using the IPAD mark, the mark would be solely associated with Apple. '563 App., Request for Reconsideration (Apr. 18, 2012) at 24; '446 App., Request for Reconsideration (Feb. 21, 2012) at 32. As a result, all other uses and users in the marketplace would be pushed aside, especially much smaller players, like Opposer. According to the public record, to assure that it would achieve this dominance, Applicant used subterfuge to acquire rights from one senior user (Proview), and prompted a legal dispute to acquire rights from another (Fujitsu). The market of a smaller player of which Applicant was aware, such as that of Opposer, would then be overwhelmed by Apple's marketing efforts.

These facts present a classic case of reverse confusion. See *Commerce Nat. Ins. Services, Inc. v. Commerce Ins. Agency, Inc.*, 214 F.3d 432, 444 (3rd Cir. 2000) (reverse confusion occurs when "junior user saturates the market with a similar trademark and overwhelms the senior user."). In such cases, the junior user's intent is relevant and discoverable. See *Id.* ("the intent inquiry must...focus on whether the defendant was aware of the senior user's use of the mark in question, or whether the defendant conducted an adequate name search for other companies marketing similar goods or services under that mark."); *A&H Sportswear, Inc. v. Victoria's Secret Stores, Inc.* 237 F.2d 198, 232 (3rd. Cir. 2000) ("defendant's intent may be discovered through such inquiries as whether the defendant was aware of the senior user's mark...and whether the defendant considered that its adoption of the mark might result in confusion.").

Likewise, Applicant relied on the scope of goods and services with which the mark is and will be used by *Apple*, as well as the other marks under which the described services are offered by *Apple* to secure approval of the applications at issue. The scope of goods and services offered by *Apple* is therefore a relevant consideration here. *See Id.* (“it is the strength of the larger, junior user’s mark which results in reverse confusion.”); *In re Shell Oil, Co.*, 992 F.2d 1204, 1208 (Fed. Cir. 1993) (“In considering likelihood of confusion as the source of services that are not identical, or likelihood of confusion as to whether there is a relation between the source of the services, the extent of the registrant’s and newcomer’s activities relating to the mark must be given weight appropriate to the circumstances.” (citing *In re Dupont*, 476 F.2d 1357, 1362, 177 U.S.P.Q. 563 (CCPA, 1973))); *A&H Sportswear, Inc.*, 237 F.2d at 234 (in a reverse confusion case, courts examine “facts suggesting that the consuming public might expect the larger, more powerful company to manufacture both products, or expect the larger company to manufacture a product in the plaintiff’s market, or expect that the larger company is likely to expand into the plaintiff’s market.”).

Here, Applicant (directly and through its agents) [REDACTED], when it chose to saturate the market [REDACTED]. That Applicant did so intentionally and with the design of brushing aside Opposer is strongly suggested by the following.

- Applicant filed the original trademark applications at issue here outside the U.S. in Trinidad & Tobago, an insignificant market where activity is unlikely to be closely monitored. Its goal was to convert that filing into a priority position inside the U.S. The filing was done by a

shell company that used an alias and misrepresentations to obtain rights from at least one senior user.¹

- [REDACTED]

[REDACTED] Exactly what was identified [REDACTED]

[REDACTED] Now, almost two years after [REDACTED] was produced, Applicant wants Opposer and the Board to rely on [REDACTED], and ignore [REDACTED]

- Applicant's responses about the identity of its members other than Mr. La Perle raise serious questions regarding its candor to both Opposer and this tribunal as noted above.

- Priority, the relative strength of the marks, and the question of which party was the first to adopt in good faith and acquire valid trademark rights are clearly key issues in these proceedings. (*See Opp.* at 10.) Applicant, however, is transparent in its efforts to shield critical information directly relevant to these issues², hoping instead to force Opposer and the Board to simply accept Applicant's unsubstantiated assertions regarding when it adopted the mark and settle for the testimony of a single witness who is not even a business person.

In short, Opposer's discovery is far from a "fishing expedition," as Applicant would portray it. (*See Opp.* at 3.) All Opposer is doing is pursuing evidence suggested by Applicant's own words and deeds, including the new information suggesting that Applicant may have

¹ In its motion to compel, Opposer cited to the Westlaw version of the Amended Complaint filed in the *Proview, et al. v. Apple, et al.* matter. (*See Motion* at 6.) Opposer has now acquired a copy of the Amended Complaint, as filed, from the court with which it was filed. The official court copy is submitted herewith as Exhibit 17.

² Indeed, Applicant has yet to provide the supplemental responses it promised over a month and a half ago, even though it remains obligated to do so. *See Paper 44, Order Suspending Proceedings* (April 24, 2015).

willfully blinded itself to Opposer's rights in the hopes that it could later avoid culpability for unfairly and intentionally usurping those rights. *See, e.g., Global-Tech Appliances, Inc. v. SEB S.A.*, 131 S. Ct. 2060, 2068-69 (2011) (where intent to infringe another's rights is an element of the cause of action, the doctrine of willful blindness applies to prevent parties from avoiding a finding of intent by "shielding themselves from clear evidence of critical facts that are strongly suggested by the circumstances"). Opposer's ability to obtain this evidence is crucial given that the Board's ultimate ruling can have a preclusive effect in any subsequent proceedings or disputes between the parties. *B&B Hardware v. Hargis Indus.*, 135 S. Ct. 1293, 1310 (2015).

For these reasons, as well as those set forth in its motion, Opposer respectfully ask that Applicant be compelled to produce the discovery as outlined in Opposer's motion.

Dated: April 27, 2015

Respectfully submitted,

RXD MEDIA, LLC
BY COUNSEL

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CERTIFICATE OF SERVICE

I hereby certify that on the 27th day of April, 2015 a true copy of the foregoing was electronically mailed to the following:

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Exhibit 16 Marked

**Trade Secret/Commercially Sensitive
In Its Entirety**

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18 ATTORNEYS FOR PLAINTIFF

19 SUPERIOR COURT OF THE STATE OF CALIFORNIA
20 IN AND FOR THE COUNTY OF SANTA CLARA

21 PROVIEW ELECTRONICS CO. LIMITED,
22 Plaintiff,
23 vs.
24 APPLE INCORPORATED, and Does 1-25
25 inclusive
26 Defendants.

No. 1-12-CV-219219

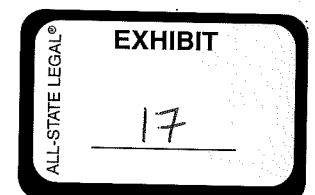
AMENDED COMPLAINT FOR FRAUD
- INTENTIONAL
MISREPRESENTATION; FRAUD -
CONCEALMENT; FRAUDULENT
INDUCEMENT; UNFAIR
COMPETITION

006 FILED

FEB 27 2012

David H. Yarrasch, Clerk of the Superior Court,
County of Santa Clara, California
By: _____
Deputy Clerk

S. Chaidez



1 Plaintiff Proview Electronics Co., Ltd. ("Proview Taiwan") hereby alleges:

2 **I. THE PARTIES**

3 1. Plaintiff Proview Taiwan is a Taiwanese corporation with its principal place
4 of business at 20F., No.1, Baosheng Rd., Yonghe City, Taipei County 234, Taiwan,
5 Republic of China
6

7 2. Defendant Apple Inc. ("Apple") is a corporation organized and existing
8 under the laws of the State of California and has its principal place of business at One
9 Infinite Loop, Cupertino, CA 95014. Apple may be served through its registered agent C T
10 Corporation System at 818 W Seventh Street, Los Angeles, CA 90017.
11

12 3. The true names and capacities of the defendants sued herein as Does 1
13 through 25, inclusive, are unknown to Proview Taiwan, who therefore sues said defendants
14 by such fictitious names. Proview Taiwan will amend this complaint to allege their true
15 names and capacities if and when ascertained. On information and belief, Proview Taiwan
16 alleges that each of the fictitiously named defendants, along with Defendant Apple, is
17 responsible in part for the occurrences, conduct, acts and omissions alleged herein, which,
18 in conjunction with the conduct, acts and omissions of Defendants, proximately caused
19 Proview Taiwan to suffer the damages alleged herein.
20

21 4. Upon information and belief, Plaintiff alleges that Defendants at all times
22 mentioned herein were the agents of the other in doing the things alleged in herein, and
23 that in doing the things alleged authorized and ratified the conduct of each other Defendant
24 and of IP Application Development, Limited ("IPAD Ltd."), identified below.
25

26 5. Upon information and believe, Plaintiff alleges that there exists, and at all
27 pertinent times did exist, a unity of interests between Defendants, Does 1-25 inclusive, and
28 IPAD Ltd, such that the separateness between the Defendants and IPAD Ltd, if any ever

1 existed, has ceased, and that Defendant Apple is the alter ego of Doe Defendants 1-25,
2 inclusive, and of IPAD Ltd. Upon information and belief, Plaintiff further alleges that
3 Defendant Apple dictated the decisions, misrepresentations, concealments and actions of
4 Doe Defendants 1-25, inclusive, and of IPAD Ltd, and that Defendant Apple: maintains
5 complete control over IPAD Ltd; maintains complete control over the assets of IPAD Ltd;
6 and dominates the business of IPAD Ltd.
7

8 6. Upon information and belief, Plaintiff alleges that Defendant Apple, and
9 Does 1-25, inclusive, used IPAD Ltd, as a device with the specific and intended purpose of
10 deceiving, misleading and coercing Plaintiff into giving up its valuable property rights. As
11 such, the business of IPAD Ltd. was illusory.
12

13 7. Upon information and belief, Plaintiff alleges that IPAD Ltd. was merely an
14 instrument and conduit through which Defendant Apple, and Does 1-25, inclusive, carried
15 out their scheme in the name of a different business entity with a different, deceptive and
16 intentionally misleading name, while exercising complete control and dominance over
17 such entity to such an extent that the individuality of IPAD Ltd. did not, and does not,
18 exist.
19

20 II. JURISDICTION AND VENUE

21 8. This Court has jurisdiction over all causes of action asserted in this
22 Complaint pursuant to the California Constitution, Article VI, § 10 and the California Code
23 of Civil Procedure § 410.10.
24

25 9. Venue is proper in this Court pursuant to California Code of Civil
26 Procedure §§ 395 and 395.5 because all the Defendants reside or do business in the County
27 of Santa Clara.
28

III. FACTUAL BACKGROUND

A. Proview Develops and Markets an Internet Appliance Called The iPad.

10. By 2002, the Proview Group of Taiwan had become one of the top five monitor manufacturers in the world. It is listed on the Hong Kong Stock Exchange and has operations and offices located all over the world, including Taiwan, mainland China, Hong Kong, England, and parts of Europe.

11. The Proview Group markets its products under internationally well-known brand names such as Proview, MAG, EMC, KDS, and Xerox.

12. In the late 1990s, there was a growing trend towards the creation of so-called internet appliances, consumer devices whose main function was to provide access to the internet and email.

13. In response to this trend, Proview International Holding began jointly developing with National Semiconductor an internet appliance that was described as an all-in-one internet terminal with a built-in 15-inch color monitor. The device was called the iPad.

14. In August of 2000, Proview International Holding and National Semiconductor held a press conference to announce and promote their iPad products on a global basis (see below.)



15. Between February 24, 2000 and April 1, 2003, Proview filed for and received registered trademarks for "I - PAD," "IPAD," or "i-PAD" in the European Union, South Korea, Mexico, Singapore, Indonesia, Thailand, and Vietnam.

16. In 2001, Proview Technology (Shenzhen) Company Limited applied to the China Trademark Office for the registration the IPAD trademark in Class 9 goods (trademark registration numbers 1590557 and 1682310).

17. In 2005, the Proview Group entered into a strategic alliance with Motorola to develop and launch an internet television that used the iPad's core technology.

18. In mid-2008, Proview Technology (Shenzhen) Company Limited began cooperating with Elitegroup Computer Systems and Shenzhen Zhicheng Limited to develop an iPad all-in-one computer and netbook.

B. Proview opposes Apple's registration of its IPOD Trademark in Europe.

19. Upon information and belief, in 2005 Apple filed an application seeking the IPOD trademark in the European Union. Because Apple's proposed IPOD trademark was

1 very similar to Proview's IPAD trademark, Proview filed an opposition to Apple's
2 application.

3 20. Upon information and belief, Apple threatened Proview with legal action to
4 cancel Proview's IPAD trademark for non-use, which requires at least five consecutive
5 years of non-use, if Proview did not immediately withdraw its opposition. In response,
6 Proview provided Apple with proof that it had sold IPAD branded products as late as 2003.
7

8 21. Upon information and belief, despite Proview's evidence to the contrary,
9 Apple continued to threaten legal action seeking revocation of Proview's IPAD trademark
10 unless Proview withdrew its opposition to Apple's IPOD trademark application.
11

12 22. In the face of Apple's unrelenting legal threats, and Proview's recognition
13 of Apple's far greater resources, Proview decided to withdraw its opposition to Apple's
14 IPOD trademark application rather than risk a protracted legal battle with Apple.
15

16 **C. Apple Plots To Mislead Proview Into Selling Certain IPAD Trademarks.**

17 23. Upon information and belief, in preparation for the scheduled
18 announcement and launch of the Apple iPad, Apple investigated the worldwide availability
19 of all IPAD related trademarks. Due to its prior dispute with Proview over its registration
20 of the IPOD trademark, Apple already knew that Proview owned the I - PAD trademark in
21 Europe. Its investigation revealed that Proview owned the registered trademarks for "I -
22 PAD," "IPAD," and/or "i-PAD" in numerous other countries where it planned to sell its
23 new tablet computer. Apple realized that it would need the rights to Proview's iPad
24 trademarks in order to sell its new product worldwide, but Apple could not afford to delay
25 the launch of its new tablet computer.
26
27
28

1 24. Short on time, with knowledge that Proview may never agree to sell them
2 the IPAD trademarks due to the companies' prior conflict, Apple hatched a plan to obtain
3 the trademarks from Proview using deception (the "**Fraudulent Scheme**").

4
5 25. Though Apple is one of the largest and most well-known companies in the
6 world, Apple nevertheless decided to conceal its involvement in the Fraudulent Scheme by
7 using an intermediary – a company named Farncombe International – to act as its agent.
8 This deception was necessary because it was unlikely that Proview would ever agree to sell
9 its IPAD trademarks directly to Apple given the two companies' contentious relationship.

10
11 26. Upon information and belief, a managing director of Farncombe
12 International, Graham Robinson, spearheaded Apple's Fraudulent Scheme to acquire the
13 Proview Group's valuable property.

14 27. Apple and Robinson went to great lengths to concoct a story that would
15 trick Proview into selling its trademarks. In order to manufacture a plausible but false
16 pretext for purchasing Proview's IPAD trademarks, Apple and Robinson formed a "special
17 purpose company" – "IP Application Development Limited" whose initials purposefully
18 spelled out I-P-A-D ("**IPAD Ltd.**").

19
20 28. IPAD Ltd. and Robinson initially approached Timothy Lo, the Managing
21 Director of Proview International (UK) Limited, on or about August 11, 2009, the very day
22 IPAD Ltd. was formed, to inquire about purchasing Proview's IPAD trademarks. Robinson
23 never disclosed that IPAD Ltd. was a special purpose company associated with Apple and,
24 in fact, never revealed that his real name was Graham Robinson. To the contrary, Robinson
25 used a false name—Jonathan Hargreaves—in all of his communications with Timothy Lo,
26 and even created a Yahoo! account (hargreaves_jonathan@yahoo.co.uk) to lend credibility
27
28

1 to his fake persona and avoid detection of his true name and business of procuring
2 trademarks for undisclosed third parties.

3 29. During the course of the negotiations with Provieu, Robinson made
4 multiple affirmative misrepresentations to Mr. Lo, as well as several material omissions.
5 For example, "Hargreaves" (in reality, Robinson) repeatedly represented in writing that
6 IPAD Ltd. would not use the IPAD trademark to compete with Provieu.¹ In addition,
7 "Hargreaves" affirmatively represented that IPAD Ltd. was only interested in the IPAD
8 trademark to use as an abbreviation for its own name—IP Application Development
9 Limited.² In response to Provieu's direct questions about the nature of IPAD Ltd.'s
10 business, "Hargreaves" (Robinson) gave intentionally evasive responses, claiming that it
11 was "premature" to disclose the nature of his company's business, and that, as a new
12 company, it was "not yet ready to publicize what the company's business is."³ Despite his
13 knowledge that IPAD Ltd.'s intended use of the trademarks was critical to Provieu's
14 decision, Robinson concealed the fact that the only true "business" of IPAD Ltd. was to
15 trick Provieu into relinquishing its valuable trademark rights. Importantly, Robinson never
16 disclosed IPAD Ltd.'s true purpose, which was to surreptitiously obtain rights to the IPAD
17 trademark for Apple so that it could compete in the market of consumer devices designed
18 to access the internet and email.

19 30. After Provieu rejected IPAD Ltd.'s offer of £35,000 for the IPAD
20 trademarks, "Hargreaves," knowing that Provieu was having financial difficulties and had
21 previously been swayed by legal threats, threatened to take legal actions seeing to cancel
22

23
24
25
26
27 ¹ A true and correct copy of the emails exchanged between Mr. Hargreaves and Mr. Lo are attached hereto as Exhibit 1.

28 ² See Exhibit 1.

³ See Exhibit 1.

1 Proview's IPAD trademarks "so they are not an obstacle to us, which would result in legal
2 costs for both parties" if Proview did not accept IPAD Ltd.'s offer.¹ This threat spurred
3 continued dialogue between the parties.

4 31. After several months of additional discussions between Proview and
5 "Hargreaves," and continued coercion by IPAD Ltd., Proview Electronics Co. Ltd.
6 ultimately entered into an agreement with IPAD Ltd. on December 23, 2009, pursuant to
7 which IPAD Ltd. was to purchase all IPAD related trademarks owned by Proview
8 Electronics Co., Ltd. for the sum of £35,000 British Sterling (the "Fraudulent
9 Agreement"), equal to approximately \$55,000 USD.²

10 32. Upon information and belief, shortly thereafter IPAD Ltd. transferred all
11 rights to the IPAD trademarks to Apple for token compensation (the "Sham
12 Transaction").

13 33. On January 27, 2010, just one month after it tricked Plaintiff into entering
14 into the Fraudulent Agreement, Apple announced the introduction of its tablet computer
15 called the "iPad." Apple's iPad went on sale in the U.S. market on April 3, 2010.

16 34. Proview did not learn of Apple's deception in furtherance of the Fraudulent
17 Scheme until Apple filed an Affidavit of Paul Joel Schmidt on May 24, 2010 with the
18 Hong Kong court. In that affidavit, Mr. Schmidt admitted for the first time that IPAD Ltd.
19 was a special purpose company created solely to obtain the IPAD trademarks from
20 Proview and that the person that Proview thought they were dealing with – Jonathan
21 Hargreaves – was actually acting on behalf of Apple and was in fact a managing partner of
22 Farncombe International, Graham Robinson.

23
24
25
26
27
28 ¹ See Exhibit 1.

² A true and correct copy of this agreement is attached as Exhibit 2.

**FIRST CAUSE OF ACTION
(FRAUD - INTENTIONAL MISREPRESENTATION)**

35. Plaintiff incorporates by reference paragraphs 1-34 as though set forth herein in full.

36. On or about August 10, 2009, Defendants' agent, Graham Robinson, represented and stated to Plaintiff that his name was Jonathan Hargreaves. This statement was false and untrue. Defendants knew this statement was false when Robinson made it.

37. On August 28, 2009, Defendants' agent, Graham Robinson, represented and stated that IPAD Ltd. would be involved in the computer field. This statement was false and untrue. IPAD Ltd. was incorporated as a special purpose entity for the sole purpose of acquiring IPAD related trademarks. Defendants knew this statement was false when Robinson made it.

38. On August 28, 2009, Defendants' agent, Graham Robinson, represented and stated that IPAD Ltd. would not use the IPAD trademark to compete with Proview. This statement was false and untrue. IPAD Ltd.'s sole intent was to acquire Proview's IPAD trademarks for Apple's use. Apple is and was a competitor of Proview. Accordingly, Defendants knew this statement was materially false when Robinson made it.

39. On September 8, 2009, Defendants' agent, Graham Robinson, again represented and stated that IPAD Ltd. would not use the IPAD trademark to compete with Proview. Like the prior representation, this statement was false and untrue. IPAD Ltd.'s sole intent and purpose was to acquire Proview's IPAD trademarks for Apple's use. Apple is and was a direct competitor of Proview. Accordingly, Defendants knew this statement was materially false when Robinson made it.

1 40. On September 8, 2009, Defendants' agent, Graham Robinson, represented
2 and stated that IPAD Ltd. wanted the IPAD trademark because it "is an abbreviation for
3 the company name IP Application Development Limited." This statement was false and
4 untrue. IPAD Ltd was specifically created as a special purpose entity to acquire Provview's
5 IPAD trademarks for Apple so that Apple could use them for its new tablet computer.
6 Accordingly, Defendants knew this statement was materially false when Robinson made it.
7

8 41. The Defendants made the foregoing misrepresentations, with the intent to
9 defraud and induce Plaintiff to enter into the Fraudulent Agreement attached as Exhibit 2.
10 Plaintiff did not know these representations were false and believed that they were true.
11 Plaintiff acted in justifiable reliance upon the truth of the representations.
12

13 42. As a further direct and proximate result of Defendants' misrepresentations
14 and acts of concealments, Plaintiff will suffer substantial harm and injury if the Fraudulent
15 Agreement is not rescinded in that Plaintiff will have been deprived of the benefit of its
16 bargain and will have obtained insufficient consideration.
17

18 43. As a further direct, proximate result of Defendants' misrepresentations and
19 acts of concealment, Plaintiff have and will continue to be damaged in an amount to be
20 proven at trial.
21

22 44. In performing the acts set forth above, Defendants acted with oppression,
23 fraud and/or malice, entitling Plaintiff to exemplary damages in an amount to be proven at
24 trial.
25

26 WHEREFORE, Plaintiff prays for judgment as set forth below.
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1 **THIRD CAUSE OF ACTION**
2 **(FRAUDULENT INDUCEMENT)**

3 51. Plaintiff incorporates by reference paragraphs 1-50 as though set forth
4 herein in full.

5 52. Defendants concealed or suppressed material facts by telling Plaintiff facts,
6 as described above, to mislead Plaintiff and prevent Plaintiff from discovering the
7 concealed or suppressed facts.

8 53. Defendants concealed or suppressed these facts with the intent to defraud
9 and induce Plaintiff to enter into the Fraudulent Agreement attached as Exhibit 2. Plaintiff
10 did not know these representations were false and believed that they were true. Plaintiff
11 acted in justifiable reliance upon the truth of the representations, and without knowledge of
12 the facts suppressed or concealed by Defendants, and its consent to enter into the
13 Fraudulent Agreement was therefore induced by fraud.
14

15 54. As a further direct, proximate result of Defendants' misrepresentations and
16 acts of concealments Plaintiff will suffer substantial harm and injury if the Fraudulent
17 Agreement is not rescinded in that Plaintiff will have been deprived of the benefit of its
18 bargain and will have obtained insufficient consideration.
19

20 55. As a further direct, proximate result of Defendants' misrepresentations and
21 acts of concealment, Plaintiff have been and will continue to be damaged in an amount to
22 be proven at trial.
23

24 56. In performing the acts set forth above, Defendants acted with oppression,
25 fraud and/or malice, entitling Plaintiff to exemplary damages in an amount to be proven at
26 trial.
27

28 WHEREFORE, Plaintiff prays for judgment as set forth below.

1 **FOURTH CAUSE OF ACTION**
2 **(UNFAIR COMPETITION)**

3 57. Plaintiff incorporates by reference paragraphs 1-56 as though set forth
4 herein in full.

5 58. Defendants' actions as alleged above constitute common-law unfair
6 competition and unlawful and unfair business practices proscribed by California Business
7 and Professions Code section 17200, et seq.

8 59. Unless defendants are restrained by appropriate injunctive relief as
9 requested below, Plaintiff will suffer irreparable harm for which there is no adequate
10 remedy at law. Under California Business and Professions Code § 17203, Proview is
11 entitled to preliminary and permanent injunctive relief Defendants, *inter alia*, to cease this
12 unfair competition, and to disgorge of all of Defendants' profits associated with this unfair
13 competition, and to disgorge of all of Defendants' profits associated with this unfair
14 competition.

15 WHEREFORE, Plaintiff prays for judgment as set forth below.

16 **IV. PRAYER**

17 WHEREFORE, Plaintiff prays for judgment against the Defendants as follows:

- 18 A. For compensatory damages according to the proof;
19 B. For punitive damages according to the proof;
20 C. For rescission of the Fraudulent Agreement entered into on December 23,
21 2009 between Proview Electronics Co., Ltd. and IP Application Development Limited;
22 D. For Defendant Apple Inc. to be permanently enjoined from using the
23 specific IPAD trademarks listed in Schedule A of the Agreement entered into on December
24 23, 2009 between Proview Electronics Co., Ltd. and IP Application Development Limited;
25 E. For attorney's fees and costs; and
26

1 F. Such other any other and further relief as the Court may deem proper.
2
3

4 Dated: February 27, 2012

GCA LAW PARTNERS LLP

5
6
7 By: 

8 JILL F. KOPEIKIN

9 Attorneys for Plaintiff Proview Electronics
10 Co. Ltd.
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Hi Jonathan,

It is my mistake. It is trademark instead of patent.

I think this matter has now reached a stage which requires direct communications between you and my colleagues in China .

My colleague's name is Ray Mai. He is in charge of our Legal Department. This email is also sent to him.

Ray, please see Jonathan's comments below.

Jonathan and Ray, from now on, please communicate with each other directly. You can copy me on the emails if you like.

If there is anything else I can help please let me know.

Best regards,
Tim

From: Jonathan Hargreaves [mailto:hargreaves_jonathan@yahoo.co.uk]

Sent: 21 October 2009 14:09

To: Timothy Lo (Proview UK)

Subject: Re: Interest in IPAD trade marks

Dear Tim

Thanks for your message. Of course we are disappointed that you do not have a figure for the acquisition of the trade marks (not patents). I have been informed that the costs of registering and maintaining these rights are significantly less than what is now being offered. Indeed I wrote to you some weeks back that our initial offer of £20,000 was a premium to the costs of registering and maintaining the rights. We are advised that we can instead seek to cancel these registrations so that they are not an obstacle to us, which would result in legal costs for both parties. In light of this if you want to reconsider your position then it would be welcome.

Can I say I personally appreciate your involvement in this process and I still hope that we can work things out.

Kind regards

Jonathan

From: Timothy Lo (Proview UK)
To: Jonathan Hargreaves <hargreaves_jonathan@yahoo.co.uk>
Sent: Tuesday, 20 October, 2009 11:12:08
Subject: RE: Interest in IPAD trade marks

Hi Jonathan,

I have sent your improved offer to my colleagues.. They have told me the costs they have incurred in registering the patent and also maintaining it so far. The figure they gave me is more than your improved offer of £30,000. When I pressed for the actual price at which they are willing to sell the patent, they did not give me an answer..

I already told them that unless they give me a concrete amount which they are willing to sell the patent for, I am not going to speak to the buyer as the negotiation is not going any where. If they are interested to sell the patent, they will be in touch.

I am really sorry that I cannot give you any further information for the time being apart from the above.

Best regards,
Tim

From: Jonathan Hargreaves [mailto:hargreaves_jonathan@yahoo.co.uk]
Sent: 20 October 2009 08:02
To: Timothy Lo (Proview UK)
Subject: Re: Interest in IPAD trade marks

Hi Tim

Any news from your colleagues yet?

Kind regards

Jonathan

From: Timothy Lo (Proview UK)
To: Jonathan Hargreaves <hargreaves_jonathan@yahoo.co.uk>
Sent: Tuesday, 13 October, 2009 18:06:55
Subject: RE: Interest in IPAD trade marks

Hi Jonathan,

I am more than happy to help in this matter. I just hope my colleagues could give you a clear indication on what they think is an acceptable offer. Unfortunately that is not the way they conduct business.

I have forwarded your improved offer to them and once I receive a response I will get back to you.

Best regards,
Tim

From: Jonathan Hargreaves [mailto:hargreaves_jonathan@yahoo.co.uk]
Sent: 13 October 2009 16:17
To: Timothy Lo (Proview UK)
Subject: Re: Interest in IPAD trade marks

Dear Tim

I appreciate your continuing efforts in this matter, but I was disappointed to hear that your colleagues would not indicate what they consider to be an acceptable offer. As you know, we first began discussing this two months ago. We did not expect that it would take so long to resolve the matter. In the interest of saving time for both parties, and in order to reach a prompt agreement without further extended discussions, we are willing to increase our offer to £30000. I look forward to hearing from you.

Kind regards

Jonathan

From: Timothy Lo (Proview UK)
To: Jonathan Hargreaves <hargreaves_jonathan@yahoo.co.uk>
Sent: Thursday, 8 October, 2009 9:52:06
Subject: RE: Interest in IPAD trade marks

Hi Jonathan,

Yesterday when my colleagues told me that your offer is not good enough, I immediately asked them what would be regarded as a good enough offer. Unfortunately they did not give me any indication. So I am afraid I cannot help on this. I think you will need to come back to us with an increased offer, then I will feed it back to them and we will see what they say about it.

If you need any further information, please let me know.

Best regards,

Tim

From: Jonathan Hargreaves [mailto:hargreaves_jonathan@yahoo.co.uk]
Sent: 08 October 2009 08:14
To: Timothy Lo (Proview UK)
Subject: Re: Interest in IPAD trade marks

Dear Tim

Thanks for your message. I need some guidance from your side as to what will be an acceptable offer. Could you let me know what your people are thinking of and then I will see if that figure is realistic for us.

I look forward to hearing from you further as soon as possible.

Best regards

Jonathan

From: Timothy Lo (Proview UK)
To: Jonathan Hargreaves <hargreaves_jonathan@yahoo.co.uk>
Sent: Wednesday, 7 October, 2009 9:24:07
Subject: RE: Interest in IPAD trade marks

Hi Jonathan,

My colleagues in the factory have come back to me. They told me that the offer is not good enough and if you want them to reconsider you will need to put in a better offer.

Best regards,
Tim

From: Jonathan Hargreaves [mailto:hargreaves_jonathan@yahoo.co.uk]
Sent: 06 October 2009 12:54
To: Timothy Lo (Proview UK)
Subject: Re: Interest in IPAD trade marks

Dear Tim

Now that the holiday period in the Far East is over please can you let me have a response to our offer.

Thanks and regards

From: Timothy Lo (Proview UK)
To: Jonathan Hargreaves <hargreaves_jonathan@yahoo.co.uk>
Sent: Monday, 21 September, 2009 10:41:33
Subject: RE: Interest in IPAD trade marks

Hi Jonathan,

We have patent on IPAD in EC Countries and also the following:

Vietnam, Mexico , Thailand , Korea , Indonesia , Singapore and China

If you need any more information please let me know.

Best regards,
Tim

From: Timothy Lo (Proview UK)
Sent: 15 September 2009 13:27
To: 'Jonathan Hargreaves'
Subject: RE: Interest in IPAD trade marks

Hi Jonathan,

I have not received any feedback from my colleagues yet. I will send an email to them now and ask them for update on the matter..

Once I have any news I will get back to you.

Best regards,
Tim

From: Jonathan Hargreaves [mailto:hargreaves_jonathan@yahoo.co.uk]
Sent: 15 September 2009 08:13
To: Timothy Lo (Proview UK)
Subject: Re: Interest in IPAD trade marks

Dear Tim

I hope all is well.. Please can you let me know whether you have had any feedback from your colleagues yet. We appreciate that they need to do some research to answer some of our questions. We remain keen to progress this as quickly as possible, so if you have not heard from them we should be grateful if you would see how things stand.

Many thanks and kind regards

Jonathan

From: Timothy Lo (Proview UK)
To: Jonathan Hargreaves <hargreaves_jonathan@yahoo.co.uk>
Sent: Tuesday, 8 September, 2009 9:25:04
Subject: RE: Interest in IPAD trade marks

Hi Jonathan,

Thanks for the detailed reply. I will send it back to my colleagues and will get back to you once they send me a response.

Best regards,
Tim

From: Jonathan Hargreaves [mailto:hargreaves_jonathan@yahoo.co.uk]
Sent: 08 September 2009 08:02
To: Timothy Lo (Proview UK)
Subject: Re: Interest in IPAD trade marks

Dear Tim

Thank you for your message. We would like to buy the trademark, rather than license it. We do not think this will require any complicated business terms, and could be accomplished in a simple transfer document, with payment being made from our company to Proview as soon as the papers are signed.

We want to acquire Proview's European Community trade mark registration and any other rights that the company has in Europe, but we are also interested in knowing what trade mark rights Proview may have in IPAD outside Europe . This information would give us a full picture.

IPAD is an abbreviation for the company name IP Application Development Limited. This is a newly formed company, and I'm sure you can understand that we are not yet ready to publicize what the company's business is, since we have not yet made any public announcements. As I said in my last message, I can assure you that the company will not compete with Proview...

If you will confirm that you are willing to sell the mark, and will let us know the countries where Proview has rights, we can respond with a financial proposal for acquisition of the mark(s).

Many thanks and best regards

Jonathan

From: Timothy Lo (Proview UK)
To: Jonathan Hargreaves <hargreaves_jonathan@yahoo.co.uk>
Sent: Thursday, 3 September, 2009 10:18:05
Subject: RE: Interest in IPAD trade marks

Hi Jonathan,

Thank you for the reply and the information.

The following are further queries from our head office. It would be appreciated if you can provide the information by reply.

1. They want to know your purpose of using the trademark..
2. Are you thinking of a licensing relationship or actually buying the trademark from us?
3. They want to know what sort of amount of money you are talking about?
4. They want to know what sort of terms and conditions you have for this licensing or buying agreement.

Best regards,
Tim

From: Jonathan Hargreaves [mailto:hargreaves_jonathan@yahoo.co.uk]
Sent: 28 August 2009 20:08
To: Timothy Lo (Proview UK)
Subject: Re: Interest in IPAD trade marks

Hi Tim,

Thanks very much for your message. Our company is IP Application Development Limited which has its address at 34 Hansells Mead, Roydon, Essex, CM19 5HZ. The intention is for the company to be involved in the computer field, but since we have only just incorporated, it is premature to disclose more than that. In any event we will not be competing with your company.

I would be grateful if I can hear from you on how you propose to take this forward.

Kind regards,

Jonathan

From: Timothy Lo (Proview UK)
To: Jonathan Hargreaves <hargreaves_jonathan@yahoo.co.uk>
Sent: Wednesday, 26 August, 2009 14:37:09
Subject: RE: Interest in IPAD trade marks

Hi Jonathan,

Up till now all I can gather is that the Legal Department is having internal discussion on this matter. I hope they will be able to let me know what is to follow as soon as possible so we know what to expect.

I will be flying back tomorrow and I will arrive at UK on Thursday night. I shall give you a call on Friday to give you an update.

Jonathan, I hope you do not mind but I want to receive some information from you. Can you please send me the following?

1. Your newly formed company's full name and address.
2. The main activity your company is going to be involved.

Thank you for your help..

Best regards,
Tim

From: Jonathan Hargreaves [mailto:hargreaves_jonathan@yahoo.co.uk]
Sent: 26 August 2009 12:41
To: Timothy Lo (Proview UK)
Subject: Re: Interest in IPAD trade marks

Dear Tim,

Thanks so much. It looks like we are making good strides towards resolving the matter. Your return to the UK is timely and perhaps we can wind this matter up very quickly now. It would be helpful if we can hear from your legal department this week with a view to finalising matters next week. Please do let me know as soon as possible what our next step should be.

Kind regards,
Jonathan

From: Timothy Lo (Proview UK)
To: Jonathan Hargreaves <hargreaves_jonathan@yahoo.co.uk>
Sent: Tuesday, 25 August, 2009 11:04:34
Subject: RE: Interest in IPAD trade marks

Hi Jonathan,

There is no problem at all. Our Legal Department is now working on this matter. They cannot tell me how quickly they can respond but they promise they will do their best. They cannot tell me who is going to be in touch when they are ready to talk about this, so I am afraid I cannot provide the information to you at this stage.

I shall be checking with them frequently and whenever I have any update I will get back to you.

I am going back to the UK at the end of this week, I hope I will have better news for you some time next week.

Best regards,
Tim

From: Jonathan Hargreaves [mailto:hargreaves_jonathan@yahoo.co.uk]
Sent: 25 August 2009 09:29
To: Timothy Lo (Proview UK)
Subject: Re: Interest in IPAD trade marks

Dear Tim,

Many thanks for your email. We very much appreciate your assistance in connection with our request. I would be grateful if you could let me know who would be the person that I should be expecting to hear from at Proview. I look forward to hearing your news.

Kind regards,

Jonathan

From: Timothy Lo (Proview UK)
To: Jonathan Hargreaves <hargreaves_jonathan@yahoo.co.uk>
Sent: Saturday, 22 August, 2009 5:43:35
Subject: RE: Interest in IPAD trade marks

Hi Jonathan,

So far, I saw emails being sent to different colleagues. I believe they are discussing this matter internally and they should be in touch with you soon.

I will check next Monday and hopefully I can provide more details to you then.

Best regards,
Tim

From: Jonathan Hargreaves [mailto:hargreaves_jonathan@yahoo.co.uk]
Sent: 21 August 2009 19:05
To: Timothy Lo (Proview UK)
Subject: Re: Interest in IPAD trade marks

Dear Tim

I am sorry to trouble you but my business partners are enquiring about the status of this matter. I wonder whether you have had the chance to discuss this matter further with your colleagues. If you could kindly let me know how this matter could be progressed I would be grateful.

I look forward to hearing from you.

Kind regards

Jonathan

From: Timothy Lo (Proview UK)
To: Jonathan Hargreaves <hargreaves_jonathan@yahoo.co.uk>
Sent: Tuesday, 18 August, 2009 16:09:11
Subject: RE: Interest in IPAD trade marks

Hi Jonathan,

I just checked the email I sent my colleague on 11th Aug and I realised that I have put your email as heagreaves_john@yahoo.co.uk. Maybe that is the reason why you have not received a reply yet. I have already sent them your correct email and I hope you will receive a reply from them very soon.

My apologies for any inconvenience caused to you and your colleagues.

Best regards,
Tim

From: Jonathan Hargreaves [mailto:hargreaves_jonathan@yahoo.co.uk]
Sent: 18 August 2009 14:12
To:
Subject: Re: Interest in IPAD trade marks

That's great - thanks Timothy... I look forward to hearing from you or your colleagues shortly.

All the best

Jonathan

From: Timothy Lo (Proview UK)
To: Jonathan Hargreaves <hargreaves_jonathan@yahoo.co.uk>
Sent: Tuesday, 18 August, 2009 13:01:36
Subject: Re: Interest in IPAD trade marks

Hi Jonathan,

After talking to you, I have already sent an email to the appropriate colleague about this matter. I will check with my colleagues on this and come back to you. I understand the urgency and will ask my colleagues to get in touch with you as soon as possible.

Best regards,
Timothy Lo

From: Jonathan Hargreaves
Date: Tue, 18 Aug 2009 10:59:25 +0000 (GMT)
To:
Subject: Interest in IPAD trade marks
Dear Mr Lo

It was a pleasure speaking with you last week. I wonder whether you have had the chance to find out the appropriate person to whom to speak within Proview regarding the possible assignment of the IPAD trade marks to our company. Our company was formed a few days ago in the UK, and we are interested in discussing this with your company on an urgent basis. You can reach me by email or on my mobile no. 07768 897874.. I appreciate your assistance.

PROVIEW ELECTRONICS CO., LTD.

IP APPLICATION DEVELOPMENT LIMITED

AGREEMENT

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THIS AGREEMENT is effective as of the date of the last signature ("**Effective Date**")

BETWEEN:

- (1) **PROVIEW ELECTRONICS CO., LTD.**, of 6/F, N°. 1 Pau-Sheng Road Yung Ho City, Taipei Hsien TAIWÁN ("Proview"); and
- (2) **IP APPLICATION DEVELOPMENT LIMITED**, of 34 Hansells Mead, Roydon, Essex CM19 5HZ, United Kingdom ("IPADL").

WHEREAS:

- (A) Proview is the proprietor of the trade mark registrations listed in Schedule A of this agreement (the "**Trade Marks**");
- (B) The parties wish to enter into an agreement whereby Proview undertakes to assign the Trade Marks to IPADL in consideration of the sum of £35,000.

IT IS AGREED as follows:

1. In consideration of the sum of £35,000 (British Sterling Thirty Five Thousand Only) (the "**Consideration**") Proview shall transfer and assign to IPADL the Trade Marks together with the goodwill symbolized by and attaching to the Trade Marks and all rights of action, powers and benefits belonging or accrued to the Trade Marks, including the right to sue for past infringements. For each jurisdiction in which a Trade Mark is registered, Proview shall also execute an assignment document which IPADL can record in that jurisdiction to evidence the transfer of the Trade Mark (the "**Country Assignments**").
2. IPADL will pay the Consideration to Proview, as Proview instructs, within 7 (seven) days after IPADL receives the original of this Agreement and the Country Assignments, all executed on behalf of Proview by a duly authorized director.
3. IPADL shall bear the costs and fees for the recordal of the Country Assignments with the Trade Mark registries where the Trade Marks are registered.
4. IPADL may request (at its expense) any documents and/or information relating to the past use of the Trade Marks including any necessary declaration(s) and Proview shall provide the same if available. Proview's obligation in this respect shall cease five years from the Effective Date.

5. Proview warrants that the Trade Marks are registered, that it is the unencumbered sole owner of the Trade Marks, and that it is not aware of any opposition, cancellation, infringement or any other proceedings being brought against the Trade Marks by any third parties.
6. Proview warrants that it has not granted any license to use the Trade Marks.
7. Proview warrants that it has no other prior rights on which it could bring opposition, cancellation, rectification and/or any other proceedings against the Trade Marks.
8. Proview warrants that it does not own any other applications or registrations for trade marks which consists of, or comprise, the term I - PAD and its variations (e.g. IPAD, I-PAD, etc.), except those listed in Schedule A.
9. IPADL and Proview each confirms that it has the authority to enter into this Agreement.
10. This Agreement is governed exclusively by the laws of Hong Kong and the Hong Kong courts shall have exclusive jurisdiction arising from or in connection with this Agreement.
11. This Agreement, together with any documents referred to in it, constitutes the whole agreement between the parties relating to its subject matter and supersedes any prior drafts, agreements, undertakings, representations, warranties and arrangements of any nature, whether in writing or oral, relating to such subject matter.

IN WITNESS whereof the hands of the parties or their duly authorised attorneys or representatives.

Signed for and on behalf of

PROVIEW ELECTRONICS CO., LTD. by

Mai Shih Hung
Name: Mai Shih Hung
Title: Legal General Counsel
Date: Dec 23, 2009

[Signature]

SCHEDULE A

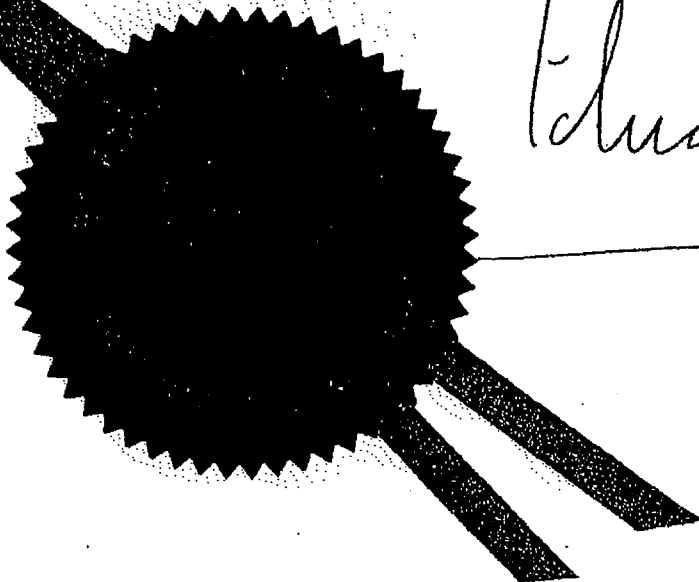
	Trade Mark	Reg. No.	Reg. Date	Filing Date	Classes
CTM	I - PAD	001526094	09 April 2001	24 February 2000	9
South Korea	i - PAD Stylised	4005761830000	03 March 2004	15 November 2002	9
Mexico	i - PAD Stylised	713138	30 August 2001	10 August 2000	9
China	IPAD	1590557	21 June 2001		9
	IPAD Stylised	1682310	14 December 2001		9
Singapore	IPAD Stylised	T00/19534E	4 April 2003	7 November 2000	
Indonesia	i-PAD Stylised	481804	2 July 2001	18 July 2000	9
Thailand	i-PAD Stylised	453433/KOR/159578	17 May 2001	17 May 2001	9
Thailand	i Stylised	453433/KOR/159577	17 May 2001	17 May 2001	9
Vietnam	i-PAD Stylised	45876	10 May 2001	1 April 2003	9

N P Ready
R M Campbell
J B Burgess
E Gardiner
A J Claudet
I A Rogers

A Grafton
L N Hyde-Vaamonde

TO ALL TO WHOM THESE PRESENTS SHALL COME, I
EDWARD GARDINER of the City of London, England **NOTARY
PUBLIC** by royal authority duly admitted, sworn and holding a
faculty to practise throughout England and Wales, DO HEREBY
CERTIFY the genuineness of the signature subscribed to the
document hereunto annexed, such signature having been this
day subscribed in my presence by **HAYDN CALVIN WOOD**, duly
authorised director of **IP APPLICATION DEVELOPMENT LIMITED**, a
United Kingdom company duly organised and existing,
registered with the Registrar of Companies for England and
Wales under number 6987900.

IN FAITH AND TESTIMONY WHEREOF I the said notary have
subscribed my name and set and affixed my seal of office in
London, England this ninth day of December in the year two
thousand and nine.


_____

Date:

2009

PROVIEW ELECTRONICS CO., LTD.

as Assignor

IP APPLICATION DEVELOPMENT LIMITED

as Assignee

Assignment of Trade Marks

In Vietnam

ASSIGNMENT
OF TRADEMARK REGISTRATION

THIS ASSIGNMENT is made the day of

BETWEEN

PROVIEW ELECTRONICS CO., LTD, a company organised under the laws of Taiwan, and having its registered office at 6/F, N°. 1 Pau-Sheng Road, Yung Ho City, Taipei Hsien, Taiwan (hereinafter referred to as "the Assignor") OF THE ONE PART

AND

IP APPLICATION DEVELOPMENT LIMITED, a company incorporated under the laws of England and Wales, and having its registered office at 34 Hansells Mead, Roydon, Essex CM19 5HZ, United Kingdom (hereinafter called "the assignee") OF THE OTHER PART.

WHEREAS

(a) The Assignor is the proprietor of the trademark registration in Vietnam particulars of which appear as below:

<u>Trademark</u>	<u>Application/Registration. No.</u>
i-PAD Stylised	4-2001-02015/45876

(b) The Assignor has agreed with the Assignee for the sale of the aforesaid trade marks to the Assignee together with part of the goodwill of the Assignor's business symbolised by and associated with the said trade marks as is hereinafter.

(c) The consideration for the sale and purchase of the said trade marks is the sum of GBP£1 (one pound sterling) which has been paid as the Assignor hereby acknowledges.

(d) This agreement shall be deemed to take effect from the day of



NOW THIS ASSIGNMENT WITNESSETH that for the consideration stated the Assignor hereby assigns to the Assignee the whole right, title and interest in.

PROVIEW ELECTRONICS CO., LTD

Name: *Mai Shih Tung*
Position: *Legal Counsel*

Mai Shih Tung

IP APPLICATION DEVELOPMENT LIMITED

Name: *Haydn Calvin Wood*
Position: *Director*

Haydn Calvin Wood

IN THE PRESENCE OF:

Notary Public London, England
(*Edward Gardiner*)

Edward Gardiner